

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

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AWL INDUSTRIES, INC,

Plaintiff,

-against-

SLSCO LTD., a Limited Partnership, and SULLIVAN
ENVIRONMENTAL SERVICES, INC., its General
Partner,

Defendants.
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CV-

COMPLAINT

Plaintiff, AWL Industries, Inc., by its attorneys, Sesti Law Firm PC, as and for its complaint against defendants, SLSCO Ltd. and Sullivan Environmental Services, Inc., alleges as follows:

1. That at all relevant times herein, plaintiff, AWL Industries, Inc. ("AWL"), was and still is a domestic corporation duly organized and existing under the laws of the State of New York, having its principal place of business at 460 Morgan Avenue, Brooklyn, New York 11222.
2. That at all relevant times herein, upon information and belief, defendant, SLSCO Ltd. ("SLSCO"), was and still is a foreign limited partnership duly organized and existing under the laws of the State of Texas, having its principal place of business at 6702 Broadway, Galveston, Texas 77554.
3. That at all relevant times herein, upon information and belief, defendant, Sullivan Environmental Services, Inc. ("Sullivan Environmental"), was and still is a foreign corporation duly organized and existing under the laws of the State of Texas, having its principal place of business at 6702 Broadway, Galveston, Texas 77554.

4. That at all relevant times herein, upon information and belief, Sullivan Environmental was and still is the sole General Partner of SLSCO, a Texas Limited Partnership and, as a matter of law, is liable for the debts and obligations of the Limited Partnership.

JURISDICTION AND VENUE

5. The Court has jurisdiction over the claims in this action on the basis of diversity of citizenship, pursuant to 28 U.S.C. §1332, and the amount in controversy exceeds the sum of \$75,000.00, exclusive of interest and costs.

6. Diversity exists in this action insofar as AWL is a New York corporation having its principal place of business in the State of New York; defendant SLSCO is a Texas limited partnership having its principal place of business in the State of Texas; and, defendant Sullivan Environmental is a Texas corporation having its principal place of business in the State of Texas.

7. Pursuant to 28 U.S.C. §1391(a)(2), venue lies in the Eastern District of New York in that a substantial part of the events or omissions giving rise to the claims occurred therein, and wherein the properties that are the subject of the action are situated.

AS AND FOR A FIRST CAUSE OF ACTION

8. On or about April 17, 2015, upon information and belief, the City of New York acting by and through the Commissioner of the Department of Design and Construction awarded SLSCO (f/k/a Sullivan Land Services, Ltd.) a contract for design, construction and construction management services for a project known as CM/Design/Build for Hurricane Sandy Residential Community Recovery in the Borough of Staten Island (the "Project").

9. That in connection with the Project, on or about May 19, 2017, SLSCO, as Construction Manager, awarded AWL, as Subcontractor, for certain agreed upon consideration,

the following ten (10) Prequalified Contractor Agreements for Staten Island Modular Phase 1 homes (hereinafter collectively, the “Subcontracts”):

APP-000608 - 669 Oceanside Avenue, Staten Island, New York
APP-003238 - 420 Hamilton Avenue, Staten Island, New York
APP-004328 - 221 Father Capodanno Blvd., Staten Island, New York
APP-011308 - 190 Wiman Avenue, Staten Island, New York
APP-012049 - 19 Balfour Street, Staten Island, New York
APP-013283 - 33 Hempstead Avenue, Staten Island, New York
APP-016236 - 1028 Olympia Blvd., Staten Island, New York
APP-016422 - 742 Seaview Avenue, Staten Island, New York
APP-020746 - 36 Neutral Avenue, Staten Island, New York
APP-022127 - 15 Nugent Avenue, Staten Island, New York

10. That AWL performed all Work and obligations required of it under the Subcontracts on its part to be performed until on or about September 30, 2017, when after SLSCO terminated the Subcontracts for convenience pursuant to their terms, SLSCO directed AWL not to perform any additional work.

11. That the Subcontracts provide that under such circumstances, SLSCO shall pay AWL the unpaid amount due and payable for its work (the “Termination Payment”).

12. That SLSCO, and its General Partner, Sullivan Environmental, failed to perform and/or fulfill the obligations required of them under the Subcontracts by failing and refusing to pay AWL a Termination Payment in the sum of \$1,238,367.00, as agreed.

13. By reason of the foregoing, SLSCO, and its General Partner, Sullivan Environmental, are liable to AWL in the amount of \$1,238,367.00, plus interest.

AS AND FOR A SECOND CAUSE OF ACTION

14. AWL repeats, reiterates and realleges each and every allegation contained in paragraphs “1” through “13” above as if fully set forth at length herein.

15. That AWL, at the specific insistence and request of SLSCO, and its General Partner, Sullivan Environmental, furnished certain work, labor, services and materials under the Subcontracts for the direct benefit of SLSCO, and its General Partner, Sullivan Environmental, the unpaid portion of which having a fair and reasonable value of \$1,238,367.00.

16. That SLSCO, and its General Partner, Sullivan Environmental, have been unjustly enriched by receiving and accepting the benefits of the unpaid portion of the labor and materials provided by AWL without paying in full for the same, despite due demand therefor.

17. By reason of the foregoing, SLSCO, and its General Partner, Sullivan Environmental, are liable to AWL in the amount of \$1,238,367.00, plus interest.

WHEREFORE, plaintiff, AWL Industries, Inc., demands judgment against defendants, SLSCO Ltd. and Sullivan Environmental Services, Inc., as follows: (i) on its First cause of action, in the amount of \$1,238,367.00; (ii) on its Second cause of action, in the amount of \$1,238,367.00; plus (iii) interest, costs, disbursements, and attorneys' fees, together with such other, different and further relief as the Court may deem just and proper.

Dated: October 3, 2018

/s/ Robert A. Sesti
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